

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
THE HONORABLE JAMES L. ROBART

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

ANNA PATRICK, DOUGLAS MORRILL,
ROSEANNE MORRILL, LEISA GARRETT,
ROBERT NIXON, SAMANTHA NIXON,
DAVID BOTTONFIELD, ROSEMARIE
BOTTONFIELD, TASHA RYAN, ROGELIO
VARGAS, MARILYN DEWEY, PETER
ROLLINS, RACHAEL ROLLINS, KATRINA
BENNY, SARA ERICKSON, GREG
LARSON, and JAMES KING, individually and
on behalf of all others similarly situated,

Case No. 2:23-cv-00630-JLR

**DECLARATION OF GREGORY W.
ALBERT IN SUPPORT OF PLAINTIFFS'
RESPONSE TO DEFENDANTS DAVID
RAMSEY, III AND THE LAMPO
GROUP, LLC'S MOTION TO COMPEL
ARBITRATION OF ALL CLAIMS AND
STAY CASE PENDING ARBITRATION**

Plaintiffs,

Noting Date: July 18, 2024

v.
DAVID L. RAMSEY, III, individually; HAPPY
HOUR MEDIA GROUP, LLC, a Washington
limited liability company; THE LAMPO
GROUP, LLC, a Tennessee limited liability
company,

Defendants.

1 My name is Gregory W. Albert. My Washington State Bar Association number is 42673.

2 I am over the age of eighteen years and make this declaration under penalty of perjury.

3 1. I, along with other attorneys at Albert Law PLLC, represented claimants in
4 approximately 60 arbitrations against Reed Hein & Associates LLC (“Reed Hein”)
5 in 2020 and 2021. Fourteen of those arbitrations proceeded to an evidentiary hearing.

6 Each of those arbitrations was heard by arbitrators with the American Arbitration
7 Association (“AAA”) and under the AAA’s Consumer Arbitration Rules.

8 2. In each hearing, the arbitrator applied Washington law, consistent with the choice of
9 law clause in the claimants’ contracts with Reed Hein. Each of those choice of law
10 provisions was substantially similar to those in Plaintiffs’ contracts in this case, as
11 were the arbitration clauses.

12 3. In February 2020, I filed a putative class action complaint against Reed Hein and
13 Associates on behalf of my first Reed Hein client, Mr. Edgin, in King County
14 Superior Court. Reed Hein was represented by the same law firm that now represents
15 Happy Hour Media Group. Shortly after, Reed Hein moved to compel arbitration
16 pursuant to its arbitration clause. Since the court granted the motion, we stopped
17 filing in superior court and began filing demands for arbitration with the AAA. At
18 some point, Reed Hein stopped paying arbitration awards in the arbitrations it
19 requested the court compel. Based on my records, it appears that Reed Hein declined
20 to pay \$415,234.42 of arbitration awards.

21 4. On September 2, 2021, we began receiving a series of letters from the AAA
22 demanding Reed Hein pay arbitration fees in the case of *Brian Adolph v. Reed Hein*
23 and *Associates* (Case No. 01-21-0005-0146) On September 24, 2021, we received a

1 letter declining to administer *Adolph v. Reed Hein* because the fees were not paid.

2 The letter granted the parties the right to file the claims in court for resolution. It also
 3 instructed Reed Hein not to include the AAA in its arbitration clauses. On December
 4 14, 2022, after we stopped filing arbitrations against Reed Hein, we received a letter
 5 from AAA stating it was initiating collection proceedings against Reed Hein.

6 **Attached as Exhibit 1 are those letters.**

- 7 5. Once Reed Hein stopped paying arbitration fees and awards, my firm's clients were
 8 able to bring a class action against Reed Hein in federal court, *Adolph v. Reed Hein*
 9 & Associates LLC et al., Case No. 2:21-cv-01378-BJR (W.D. Wash. 2021).
- 10 6. Attached to this declaration as **Exhibits 2 through 14** are awards from AAA
 11 arbitrations in which I or attorneys associated with Albert Law PLLC represented
 12 claimants in their claims against Reed Hein. Each of these awards was produced as
 13 part of Plaintiffs' initial disclosures in this case on July 10, 2023.
- 14 7. As part of the July 10, 2023 initial disclosures, Plaintiffs produced copies of
 15 spreadsheets which include detailed information about each of Reed Hein's
 16 customers, including Plaintiffs. The spreadsheets were originally created by Reed
 17 Hein during the State of Washinton's lawsuit against it. For each customer, including
 18 Plaintiffs, the spreadsheets include information about each which form contract they
 19 signed along with referral sources recorded by Reed Hein.
- 20 8. Plaintiffs supplemented their initial disclosures on January 19, 2024. As part of their
 21 supplemental initial disclosures, Plaintiffs produced hundreds of complaints filed by
 22 Reed Hein customers with the Washington State Attorney General and other
 23 Attorneys General. The complaints include copies of form contracts signed by the

1 complainant and Reed Hein. Those form contracts include the same form contracts
2 as signed by Plaintiffs in this case. The form contracts contain the same arbitration
3 clauses as Plaintiffs' contracts. Examples of the form contracts containing the same
4 arbitration clauses and produced as part of Plaintiffs' supplemental initial disclosures
5 are attached to this declaration as **Exhibits 15 through 18**.

6 9. On February 21, 2024, the Ramsey Defendants served discovery requests on
7 Plaintiffs. The requests sought information both from the group of plaintiffs as a
8 whole and from each plaintiff individually. In total, the requests included 1,412
9 interrogatories and requests for production.

10
11
12 DATED this 26th day of July, 2024.

13
14
15 By: s/ Gregory W. Albert
16 Gregory W. Albert, WSBA #42673
17 3131 Western Ave., Suite 410
18 Seattle, WA 98121
19 (206) 576-8044
20 greg@albertlawllc.com
21
22
23